

1. ORDER ACCEPTANCE

Acceptance of an order implies full and unreserved acceptance of these general and individual conditions, as well as the exclusion of all other conditions, in particular all of general and particular conditions of the supplier.

2. CONTROLS

BESA might inspect in exceptional cases, during the process of manufacture of the product or shipping preparation, for which their staff request to have free access to the supplier's premises.

3. SUPPLYING NON-CONFORMITY

The products supplied by mistake or in excess from what ordered will be returned to the supplier, borne any costs by supplier, unless the goods are exceptionally accepted by BESA.

4. IDENTIFICATION

All product that arrives at BESA, must be duly identified by label, batch nr., quantity, number of pallets, kgr. or any other identification such a safety labels.

5. WARRANTY

The supplier guarantees that all products sold are free from defects. In the case of supply of a defective product, the supplier will replace that product by another appropriate. It is expressly agreed that all costs incurred by this circumstance, shall be borne by the supplier.

6. PACKAGING

All products, except those sent in tanks, will be packed so as to permit handling, transport and storage with full warranty. Any product exhibiting on its surface damage due to improper handling during packaging or transportation may be returned.

7. DELIVERY OF PRODUCTS

All products must be delivered in BESA, with a delivery note stating: our order number, product name, batch number, number of packages, weight each, and weight Total.

8. BILLING AND PAYMENT

A duplicate copy of invoices shall be sent to the address indicated, and must arrive to BESA within fifteen days immediately following the date of invoice, provided that this date is not earlier than the date supply.

In case of breach of these conditions, the payment period specified in the order shall be counted from the date of receipt of the invoice.

9. PENALTY OF DELAY IN DELIVERY

Delay in delivery of a product will be a demerit in supplier quality evaluation. Also depending on the impact that the delay may have on our production, BESA might place a compensatory penalty.

10. QUALITY CERTIFICATE DOCUMENTS

Quality certificates required, will be sent with the goods, admitting, in exceptional cases, receive them by e-mail within 24 hours. This circumstance does not apply to products supplied in tanks. Quality certificates are essential documents for the reception of the and their acceptance.

11. CANCELLATION OF ORDER

BESA reserves the right to cancel the order in whole or in part, by giving written notice and without compensation, in case of delay in the delivery date specified in the order.

12. CONFIDENTIALY

The supplier commits himself not to reveal to third parties any confidential information concerning the activity of BESA, with exception of information necessary to help to comply the purpose of the current contract.

13. LITIGATION

For any dispute that may arise between the parties regarding the interpretation and / or execution of an order, the parties submit to arbitration fairness provisions authorizing in force. The arbitration proceedings will be held in the city of San Sebastian (Gipuzkoa - Spain).